

IN THE MATTER OF:)	SETTLEMENT AGREEMENT
)	
Colville Post & Poles, Inc. Site)	U.S. EPA Region 10
Near Colville, Stevens County, Washington)	CERCLA Docket No. 10-2012-0026
)	
Colville Post and Poles, Inc.)	
Eugene Spring)	PROCEEDING UNDER
Settling Parties)	SECTION 122(h)(1) OF CERCLA
)	42 U.S.C. § 9622(h)(1)

TABLE OF CONTENTS

I.	<u>JURISDICTION</u>	1
II.	<u>BACKGROUND</u>	2
III.	<u>PARTIES BOUND</u>	3
IV.	<u>STATEMENT OF PURPOSE</u>	3
V.	<u>DEFINITIONS</u>	3
VI.	<u>PAYMENT OF RESPONSE COSTS AND OTHER OBLIGATIONS</u>	5
VII.	<u>FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT</u>	6
VIII.	<u>RELEASE OF NOTICE OF FEDERAL LIEN</u>	7
IX.	<u>COVENANT NOT TO SUE BY EPA</u>	7
X.	<u>RESERVATIONS OF RIGHTS BY EPA</u>	8
XI.	<u>COVENANT NOT TO SUE BY SETTLING PARTIES</u>	8
XII.	<u>EFFECT OF SETTLEMENT/CONTRIBUTION</u>	9
XIII.	<u>SITE ACCESS, DUE CARE AND COOPERATION AND</u> <u>INSTITUTIONAL CONTROLS</u>	10
XIV.	<u>RETENTION OF RECORDS</u>	13
XV.	<u>CERTIFICATION</u>	13
XVI.	<u>NOTICES AND SUBMISSIONS</u>	13
XVII.	<u>INTEGRATION/APPENDICES</u>	14
XVIII.	<u>PUBLIC COMMENT</u>	14
XIX.	<u>EFFECTIVE DATE</u>	14

I. JURISDICTION

1. This Administrative Settlement Agreement ("Settlement Agreement") is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and redelegated to Director of the Office of Environmental Cleanup in Region 10 of EPA by EPA Delegation No. R10 14-14-D. This Settlement Agreement is also entered into pursuant to the authority of the Attorney General of the United States to compromise and settle claims of the United States.

2. This Settlement Agreement is made and entered into by EPA and Colville Post & Poles, Inc. and Eugene Spring (the "Settling Parties"). The Settling Parties consent to and will not contest the authority of the United States to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Settlement Agreement concerns certain property located approximately four miles northwest of Colville, Stevens County, Washington, referred to in this Settlement Agreement as the Colville Post & Poles, Inc. Site (as defined below). Settling Parties are the current (Colville Post & Poles, Inc.) and the former owner (Eugene Spring), and the former operator (Colville Post & Poles, Inc.) of the Colville Post & Poles, Inc. Site. EPA alleges that the Colville Post & Poles, Inc. Site is a facility as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. The Colville Post & Poles, Inc. Site was first used as a wood-treating operation in the late 1950s by the Shriner family. In 1966, Post & Poles Inc. operated on the Site. Eugene Spring and Hap Lind acquired the Colville Post & Poles Site property on July 1, 1985. The property was transferred to Colville Post & Poles, Inc. on July 11, 1988. Pentachlorophenol or PCP wood-treating solution was used at the facility. Colville Post & Poles, Inc. ceased operating in January 2005.

5. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and may undertake additional response actions in the future.

6. Hazardous substances have been or are threatened to be released at or from the Site.

7. During EPA's removal site evaluation, EPA found elevated concentrations of pentachlorophenol and diesel range organics in surface soil, subsurface soil, shallow groundwater, surface water and in sediments in the on-site drainage features. In addition, dioxins were found in surface and subsurface soils. The contaminants in many areas exceed cleanup standards.

8. EPA commenced a Time-Critical Removal Action to be conducted in two phases. Phase I of the removal consisted of actions needed to secure the facility, restrict access, and stabilize the hazardous waste onsite for transportation and disposal off-site as the owner ceased operations in January 2005. The tanks containing the wood-treating solution were in poor condition and had no secondary containment. The tanks and associated piping were drained and dismantled.

9. In June 2005, the EPA removal program conducted a Phase II Removal Site Evaluation and installed a monitoring well network to characterize groundwater contamination. After a year of quarterly groundwater sampling and monitoring it was determined that the shallow groundwater was contaminated with PCP and diesel and it was migrating off site in a westerly direction, potentially impacting residential drinking water wells downgradient.

10. A Phase II Removal Action was initiated in September 2006 to excavate contaminated soil in the Process Area and transport/dispose off-site in a regulated landfill. Additional monitoring wells were installed, and the data collected from that monitoring was used to conduct modeling in an attempt to determine where the contamination is going and how long it might take to clean up. A soil cover was also installed with hydroseeding to control wind and water erosion of low levels of contamination remaining in several areas of the site.

11. Contamination remains on-site and institutional controls are needed to control exposure to receptors.

12. In performing response actions at the Site, EPA has incurred response costs and will incur additional response costs in the future.

13. EPA alleges that the Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred and to be incurred at the Site.

14. EPA has reviewed the Financial Information submitted by Settling Parties to determine whether Settling Parties are financially able to pay response costs incurred and to be incurred at the Site.

Based on this Financial Information, EPA has determined that Settling Parties have limited financial ability to pay for response costs incurred and to be incurred at the Site.

15. EPA and the Settling Parties recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law. The actions undertaken by the Settling Parties in accordance with this Settlement Agreement do not constitute an admission of any liability by the Settling Parties. The Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in this Section.

III. PARTIES BOUND

16. This Settlement Agreement shall be binding upon EPA and upon the Settling Parties and their successors and assigns. Any change in ownership or corporate or other legal status of the Settling Parties, including but not limited to any transfer of assets or real or personal property, shall in no way alter the Settling Parties' responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by him or her.

IV. STATEMENT OF PURPOSE

17. By entering into this Settlement Agreement, the mutual objective of the Parties is to avoid difficult and prolonged litigation by allowing the Settling Parties to make a cash payment to address their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, with regard to the Site as provided in the Covenant Not to Sue by EPA in Section IX, subject to the Reservations of Rights by EPA in Section X.

V. DEFINITIONS

18. Unless otherwise expressly provided herein, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

b. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the next day that is not a Saturday, Sunday, or federal holiday.

c. "Ecology" shall mean the State of Washington Department of Ecology and any successor departments, agencies, or instrumentalities of the State of Washington.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies, or instrumentalities of the United States.

e. "Effective Date" shall mean the effective date of this Settlement Agreement as provided in Section XIX.

f. "Fair Market Value" shall, except in the event of a foreclosure or transfer by deed or other assignment in lieu of foreclosure, mean the price at which the Property would change hands between a willing buyer and a willing seller under actual market conditions, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts. In the event of a transfer by foreclosure, "Fair Market Value" shall mean the amount obtained at the foreclosure sale. In the event of transfer by a deed or other assignment in lieu of foreclosure, "Fair Market Value" shall mean the balance of

Owner Settling Party's mortgage on the Property at the time of transfer.

g. "Financial Information" shall mean the financial documents submitted by Respondents.

h. "Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

i. "Net Sales Proceeds" shall mean the total value of all consideration received by Owner Settling Party for each Transfer (or if the consideration cannot be determined, the Fair Market Value of the Property) less i) the balance of the Owner Settling Party's mortgage on the Property, ii) closing costs limited to those reasonably incurred and actually paid by Owner Settling Party associated with the Transfer of the Property, and iii) federal and state taxes owed on the proceeds. Owner Settling Party shall provide EPA and the State with documentation sufficient to show the total value of all consideration received by Owner Settling Party for each Transfer (or if the consideration cannot be determined, the Fair Market Value of the Property) at the time of each Transfer, the amount of the proceeds of the Transfer, and the amounts corresponding to items i) through iii) above. This documentation shall include, but not be limited to, the report of an appraisal paid for by Owner Settling Party, performed by an appraiser satisfactory to the Parties, upon appraisal assumptions satisfactory to the Parties. The documentation must also include, either as part of the report or separately, 1) a tax statement showing the assessed valuation of the Property for each of the three years immediately preceding the Transfer, and 2) a schedule showing all outstanding indebtedness on the Property.

j. "Owner Settling Party" shall mean the current owner of the property, Colville Post & Poles, Inc. which is one of two Settling Parties under this Settlement Agreement.

k. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral or a lower case letter.

l. "Parties" shall mean EPA, and the Settling Parties.

m. "Property" shall mean that portion of the Site that is owned by Owner Settling Party. The Property is located approximately four miles outside of Colville, Washington, in Stevens County on Highway 395 North, and is designated by the legal description in Appendix A.

n. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

o. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

p. "Settlement Agreement" shall mean this Administrative Settlement Agreement and any attached appendices. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

q. "Settling Parties" shall mean Colville Post & Poles, Inc. and Eugene Spring.

r. "Site" shall mean the Colville Post & Poles, Inc. Superfund Site, encompassing approximately 23 acres and located at approximately four miles outside of Colville, Washington in Stevens County on Highway 395 North and generally shown on the map included in Appendix B. The Site includes all areas to which contamination stemming from the wood-treating operations at the Colville Post & Poles property has come to be located.

s. "Soil Cap" shall mean the North Stockpile Capping Area and the Process Area Capping Area depicted on Appendix C.

t. "Transfer" shall mean sale, assignment, transfer or exchange by Owner Settling Party (or its corporate successors or heirs) of the Property, or any portion thereof, or of the entity owning the Property, where title to the Property (or any portion or interest thereof) or to the entity owning the Property i) is transferred and Fair Market Value is received in consideration, or ii) is transferred involuntarily by operation of law, including foreclosure and its equivalents following default on the indebtedness secured, in whole or in part, by the Property, including, but not limited to, a deed or other assignment in lieu of foreclosure. A Transfer does not include a transfer pursuant to an inheritance or a bequest.

u. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities.

VI. PAYMENT OF RESPONSE COSTS AND OTHER OBLIGATIONS

19. Within thirty (30) days after the effective date of this Settlement Agreement as defined by Section XIX, Settling Parties shall pay to the EPA Hazardous Substance Superfund \$ 5,000. Payment shall be made by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided to Settling Party by EPA Region 10, and shall be accompanied by a statement identifying the name and address of Settling Parties, the Site name, the EPA Region and Site/Spill ID# 10CL, and the EPA docket number for this action.

20. The total amount to be paid by Settling Parties pursuant to Paragraph 19 shall be deposited by EPA in the EPA Hazardous Substances Superfund.

21. Payment of Proceeds of Sale of Property. Owner Settling Party agrees that it will not sell, assign, transfer or exchange the Property except by means of a Transfer. Owner Settling Party shall use its best efforts to Transfer the Property within twelve (12) months of the effective date of this Settlement Agreement. "Best efforts" shall mean that Owner Settling Party shall list the property for sale with a Realtor licensed in the State of Washington who is a member of the Multiple Listing Service for Stevens County ("MLS"); that the Property shall be placed in MLS at a price range recommended by the listing realtor; and that the Owner Settling Party shall follow the listing realtor's recommendations for selling the Property. Sale of the Property will proceed such that if there is no contract for sale on the Property within 90 days, then the price will be lowered by an amount recommended by the Realtor, and so on each subsequent 90 days until the Property is sold.

a. In addition to the payment made under Paragraph 19, Owner Settling Party shall pay EPA 100% of the Net Sales Proceeds of the Transfer of the Property. Payment shall be made within fifteen (15) days of the effective date of Transfer of the Property.

b. Payment shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the Owner Settling Party, the Site name, the EPA Region and Site/Spill ID # 10CL, and the EPA docket number for this action, and shall be sent to:

US Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
PO Box 979076
St. Louis, MO 63197-9000

Owner Settling Party shall send notice that payment has been made in accordance with Paragraph 19 above.

c. At least thirty (30) days prior to any such Transfer, Owner Settling Party shall notify EPA of the proposed Transfer, which notice shall include a description of the property to be sold, the identity of the purchaser, the terms of the Transfer, the consideration to be paid, and a copy of the Transfer agreement. The proposed sales price must be at least equal to the Fair Market Value of the Property based upon an appraisal obtained within one (1) year of the Transfer, unless EPA agrees otherwise. Owner Settling Party

shall notify EPA of the completion of the Transfer within ten (10) days of the date of closing and shall include with such notification a copy of the closing binder, including final executed documentation for the conveyance and a work sheet setting forth the Net Sales Proceeds and the amount payable to EPA.

d. In the event of a Transfer of the Property or any portion thereof, Owner Settling Party shall continue to be bound by all the terms and conditions, and subject to all the benefits, of this Settlement Agreement, except if EPA and Settling Parties modify this Settlement Agreement in writing.

VII. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

22. Interest on Late Payments. If the Settling Parties fail to make any payment required by Paragraphs 19 or 21 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

23. Stipulated Penalty.

a. If any amounts due under Paragraph 19 or 21 are not paid by the required date, Settling Parties shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 22, \$100 per violation per day that such payment is late.

b. If Settling Parties do not comply with any other provision of this Settlement Agreement, Settling Parties shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, \$100 per violation per day of such noncompliance.

c. Stipulated penalties are due and payable within thirty (30) days of the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall reference the name and address of the party making the payment, the Site name, the EPA Region and site/spill ID # 10CL, and the EPA docket number for this action, and shall be sent to:

US Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
PO Box 979077
St. Louis, MO 63197-9000

d. At the time of each payment, the Settling Parties shall also send notice that payment has been made to EPA in accordance with Section XVI. (Notices and Submissions). Such notice shall identify the EPA Region and Site/Spill ID # 10CL and the EPA Docket Number for this action.

e. Penalties shall accrue as provided above regardless of whether EPA has notified the Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due or the day a violation occurs, and shall continue to accrue through the date of payment or the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

24. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to the United States by virtue of the Settling Parties' failure to comply with the requirements of this Settlement Agreement, if the Settling Parties fail or refuse to comply with any term or condition of this Settlement Agreement, then they shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States brings an action to enforce this Settlement Agreement, then Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

25. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. The Settling Parties' payment of stipulated penalties shall not excuse the Settling Parties from payment as required by Section VI or from performance of any other requirements of this Settlement Agreement.

VIII. RELEASE OF NOTICE OF FEDERAL LIEN

26. Within ten (10) days after receiving notice of the closing the sale of the property, EPA shall file a Release of Notice of Federal Lien in the Auditor's office, Stevens County, State of Washington. The Release of Notice of Federal Lien shall release the Notice of Federal Lien filed on July 10, 2007, Stevens County Auditor File # 2007 0007594, and shall not release any other lien or encumbrance which may exist upon the Property.

IX. COVENANT NOT TO SUE BY EPA

27. In consideration of the payments that will be made and the obligations that will be performed by the Settling Parties under the terms of this Settlement Agreement, and except as specifically provided in Section X (Reservations of Rights by EPA), EPA covenants not to sue or to take administrative action against Settling Parties pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a) with regard to the Site. With respect to present and future liability, this covenant shall take effect upon receipt by EPA of all amounts required by Section VI (Payment of Response Costs and Other Obligations) and any amount due under Section VII (Failure to Comply with Settlement Agreement). This covenant not to sue is conditioned upon the satisfactory performance by the Settling Parties of their obligations under this Settlement Agreement. This covenant not to sue is also conditioned upon the veracity and completeness of the Financial Information provided to EPA by Settling Parties. If the Financial Information is subsequently determined by EPA to be false or, in any material respect, inaccurate, Settling Parties shall forfeit all payments made pursuant to this Settlement Agreement and the covenant not to sue shall be null and void. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose EPA's right to pursue any other causes of action arising from Settling Parties' false or materially inaccurate information. This covenant not to sue extends only to Settling Parties and does not extend to any other person.

X. RESERVATIONS OF RIGHTS BY EPA

28. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against the Settling Parties with respect to all matters not expressly included within the Covenant Not to Sue by EPA in Paragraph 27. Notwithstanding any other provision of this Settlement Agreement, EPA reserves all rights against the Settling Parties with respect to:

- a. liability for failure of Settling Parties to meet a requirement of this Settlement Agreement;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- d. liability, based upon the Settling Parties' transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Settlement Agreement by the Settling Parties;
- e. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

29. Notwithstanding any other provision of this Settlement Agreement, EPA reserves, and this Settlement Agreement is without prejudice to, the right to reinstitute or reopen this action, or to commence

a new action seeking relief other than as provided in this Settlement Agreement, if the Financial Information provided by Settling Parties, or the financial certification made by Settling Parties in Paragraph 45, is false or, in any material respect, inaccurate.

30. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

XI. COVENANT NOT TO SUE BY THE SETTLING PARTIES

31. The Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Site or this Settlement Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Washington Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 33 (Waiver of Claims) and Paragraph 37 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 28(c) - (e), but only to the extent that the Settling Parties' claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

32. Nothing in this Settlement Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

33. The Settling Parties agree not to assert any claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any other person. This waiver shall not apply with respect to any defense, claim, or cause of action that the Settling Parties may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Parties.

XII. EFFECT OF SETTLEMENT/CONTRIBUTION

34. Except as provided in Paragraph 33, nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. EPA reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

35. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 122(h)(4), and that Settling Parties are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), or as

may be otherwise provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are all response actions taken or to be taken and all response costs incurred and to be incurred, at or in connection with the Site, by United States or any other person. The "matters addressed" in this Settlement Agreement do not include those response costs or response actions as to which EPA has reserved its rights under this Settlement Agreement (except for claims for failure to comply with this Settlement Agreement), in the event that EPA asserts rights against Settling Parties coming within the scope of such reservations. In the event that Settling Parties' waiver of claims becomes inapplicable in accordance with Paragraph 33, the Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which Settling Parties have resolved their liability to the United States, as of the Effective Date, for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613 (f)(3)(B), for "matters addressed" as defined above.

36. Settling Parties shall, with respect to any suit or claim brought against them for matters related to this Settlement Agreement, notify in writing the United States within ten days of service of the complaint on Settling Parties. In addition, Settling Parties shall notify the United States within ten days of service or receipt of any Motion for Summary Judgment and within ten days of receipt of any order from a court setting a case for trial.

37. In any subsequent administrative or judicial proceeding initiated by EPA, or the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, the Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by EPA, or the United States on behalf of EPA, in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by EPA set forth in Section X.

XIII. SITE ACCESS, DUE CARE AND COOPERATION, AND INSTITUTIONAL CONTROLS

38. Settling Parties shall exercise due care at the Site and shall comply with all applicable local, State, and federal laws and regulations. The Settling Parties recognize that the implementation of response actions at the Site may interfere with the Settling Parties' use of Site and may require temporary relocation of its operations or a part thereof. The Settling Parties agree to cooperate fully with EPA in the implementation of response actions at the Site and further agree not to interfere with such response actions. EPA agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Settling Parties' operations by such entry and response. In the event that the Settling Parties becomes aware of any action or occurrence that causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Settling Parties shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. § 9603, or any law, immediately notify EPA of such release or threatened release.

39. Notwithstanding any provision of this Settlement Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes and regulations.

40. Owner Settling Party shall:

a. commencing on the Effective Date of this Settlement Agreement, provide EPA, Ecology, and their contractors, with access at all reasonable times to the Site for the purpose of conducting any activity related to this Settlement Agreement including, but not limited to, the following activities:

- (1) Monitoring, investigation, removal, remedial or other activities at the Site;
- (2) Verifying any data or information submitted to EPA or Ecology;

- (3) Conducting investigations relating to contamination at or near the Site;
- (4) Obtaining samples;
- (5) Assessing the need for, planning, or implementing additional response actions at or near the Site;
- (6) Assessing Owner Settling Party's compliance with this Settlement Agreement; and
- (7) Determining whether the Site or other property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to this Settlement Agreement;

b. commencing on the Effective Date of this Settlement Agreement, refrain from using the Site in any manner that would interfere with or adversely affect the implementation, integrity, or protectiveness of the response action performed at the Site. Such restrictions include, but are not limited to,

(1) Any activity on the Property that damages or disturbs the integrity of the Soil Cap or otherwise results in the release of or exposure to any hazardous substances beneath the Soil Cap is prohibited. Some examples of activities that are prohibited in the areas covered by the Soil Cap include the following: drilling, digging, excavating (including but not limited to underground utility work), placement of any objects or use of any equipment which damages the Soil Cap, bulldozing, or earthwork. The areas covered by the Soil Cap, as defined above, are depicted on Appendix C.

(2) Any activity on the Property that may interfere with the integrity or operation or maintenance of the Soil Cap or its continued protection of human health and the environment, is prohibited without prior written approval from Ecology.

(3) The Owner Settling Party must maintain the Soil Cap, including preserving the minimum 6-inch cover of topsoil and vegetation.

(4) Access to and use of the shallow groundwater beneath the Property is prohibited except when such access and use is approved in writing by Ecology or EPA. Shallow groundwater or the shallow aquifer is defined as the portion of the subsurface that has unconfined groundwater characteristics and is bounded on the bottom by the Colville Valley confining unit, a relatively impermeable confining unit characterized by blue clays at depths across the Site beginning from approximately 13 to 17 feet below ground surface and with an average regional thickness of 150 feet.

(5) Any activity that may disturb or remobilize residual contaminants in the groundwater beneath the Property, including but not limited to drilling and/or construction of new groundwater wells or installation of a septic system, is prohibited without prior written approval from Ecology.

(6) Any routing, application, or disposal of storm water, or any type of waste water that may cause a release or exacerbate existing releases is prohibited without prior written approval from Ecology.

(7) No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner Settling Party without adequate and complete provision for continued monitoring, operation, and maintenance of the Soil Cap or other equipment that may be required for the response action.

(8) The Owner Settling Party must restrict leases to uses and activities consistent with the Environmental Covenant and notify all lessees of the restrictions on the use of the Property.

(9) No major maintenance or construction project shall be permitted on the Property without prior written approval from the State of Washington, Department of Ecology.

(10) The Owner Settling Party must provide thirty (30) days advance written notice to EPA and the Ecology of the Owner Settling Party's intent to convey or transfer any interest in the Property.

(11) The Owner Settling Party shall allow authorized representatives of EPA and the Ecology the right to enter the Property at reasonable times to evaluate the CERCLA removal action, including the cap, to take samples, to inspect any other response actions conducted at the property, and to inspect records that are related to the CERCLA response action.

c. execute and record in the Auditor's Office of Stevens County, State of Washington, the Environmental Covenant, which shall run with the land, that (i) grants a right of access for the purpose of conducting any activity related to this Settlement Agreement including, but not limited to, those activities listed in Paragraph 40.a of this Settlement Agreement, and (ii) grants the right to enforce the land/water use restrictions listed in Paragraph 40.b of this Settlement Agreement, or other restrictions that EPA determines are necessary to implement, ensure non-interference with, or ensure the protectiveness of the response measures in place at the Site. Owner Settling Party shall grant the access rights and the rights to enforce the land/water use restrictions to EPA and its representatives, and the State and its representatives.

d. Respondent has provided to EPA a current title insurance commitment or other evidence of title acceptable to EPA, which shows title to the land described in the environmental covenant to be free and clear of all prior liens and encumbrances (except when those liens or encumbrances are approved by EPA). Within thirty (30) days of the Effective Date of this Settlement Agreement, Owner Settling Party shall update the title search and, if it is determined that nothing has occurred since the effective date of the commitment to affect the title adversely, record the Environmental Covenant attached hereto as Appendix D, with the Auditor's Office of Stevens County. Within thirty (30) days of recording the Environmental Covenant, Owner Settling Party shall provide EPA with a final title insurance policy, or other final evidence of title acceptable to EPA, and a certified copy of the original recorded Environmental Covenant showing the clerk's recording stamps. Such final evidence of title that will be acceptable to EPA includes a litigation guarantee.

41. If EPA determines that water use restrictions in the form of state or local laws, regulations, ordinances or other governmental controls are needed to ensure the integrity and protectiveness of the removal action, or to ensure non-interference therewith, Settling Parties shall cooperate with EPA's and the State's efforts to secure such governmental controls.

42. Notwithstanding any provision of this Settlement Agreement, EPA and the State retain all of their access authorities and rights, as well as all of their rights to require land/water use restrictions, including enforcement authorities related thereto, under CERCLA, RCRA and any other applicable statute or regulations.

XIV. RETENTION OF RECORDS

43. Until ten (10) years after the effective date of this Settlement Agreement, Settling Parties shall preserve and retain all records, reports, or information (hereinafter referred to as "records") now in its possession or control, or which come into its possession or control, that relate in any manner to response

actions taken at the Site or to the liability of any person for response actions or response costs at or in connection with the Site, regardless of any corporate retention policy to the contrary.

44. After the conclusion of the document retention period in the preceding paragraph, Settling Parties shall notify EPA at least ninety (90) days prior to the destruction of any such record, and, upon request by EPA, Settling Parties shall deliver such records to EPA. Settling Parties may assert that certain records are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Settling Parties asserts such a privilege, they shall provide EPA with the following: 1) the title of the record; 2) the date of the record; 3) the name, title, affiliation (e.g., company or firm), and address of the author of the record; 4) the name and title of each addressee and recipient; 5) a description of the subject of the record; and 6) the privilege asserted. If a claim of privilege applies only to a portion of a record, the record shall be provided to EPA in redacted form to mask the privileged portion only. Settling Parties shall retain all records that they claim to be privileged until EPA has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in the Settling Parties' favor. However, no records created or generated pursuant to the requirements of this or any other settlement with the EPA pertaining to the Site shall be withheld on the grounds that they are privileged.

XV. CERTIFICATION

45. The Settling Parties hereby certify that, to the best of their knowledge and belief, after thorough inquiry, they have:

a. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to their potential liability regarding the Site, since notification of potential liability by the United States or the State or the filing of a suit against them regarding the Site and that they have fully complied with any and all EPA requests for information regarding the Site and Settling Parties' financial circumstances pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

b. submitted to EPA Financial Information that fairly, accurately, and materially sets forth its financial circumstances, and that those circumstances have not materially changed between the time the Financial Information was submitted to EPA and the time that Settling Parties execute this Settlement Agreement; and

c. fully disclosed the existence of any insurance policies that may cover claims relating to cleanup of the Site.

XVI. NOTICES AND SUBMISSIONS

46. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Party in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Settlement Agreement with respect to EPA and the Settling Parties.

As to EPA:

Jennifer G. MacDonald
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region 10
1200 Sixth Avenue
Seattle, WA 98101

As to the Settling Parties:

Eugene Spring [personally and on behalf of Colville Post & Poles, Inc.]
1200 Wilderness Way
Evans, WA 99126

XVII. INTEGRATION/APPENDICES

47. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

Appendix A is a legal description of the property.

Appendix B is a map showing the location of the Site.

Appendix C is a map of the Site depicting the location of the capped areas and decommissioned monitoring/recovery wells.

Appendix D is the Environmental Covenant for the Property

XVIII. PUBLIC COMMENT

48. This Settlement Agreement shall be subject to a public comment period of not less than thirty (30) days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i) (3) of CERCLA, the United States may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XIX. EFFECTIVE DATE

49. The Effective Date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 48 has closed and that comments received, if any, do not require modification of or withdrawal by the United States from this Settlement Agreement.

IT IS SO AGREED:

Eugene Spring [personally and on behalf of Colville Post & Poles, Inc.]

By: Eugene R. Spring
Signature Date


11-21-12

Eugene R. Spring
Print Name

President

U.S. Environmental Protection Agency

By: _____
Signature



Date 4/25/2012

Daniel D. Opalski, Director
Office of Environmental Cleanup

U.S. Department of Justice

By: _____
Signature



Date 12/28/11

Robert G. Dreher
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

Appendix A
Colville Post and Poles Site
Legal Description

Property:	Colville Post and Poles Site
Site Address	369 Highway 395 North, Colville, WA 99114
Parcel Number:	1948900
Legal Description:	That part of the NE1/4 of the NE1/4 of Section 36, Township 36 North, Range 39 East, W.M., in Stevens County, Washington, lying South and West of the right of way for Primary State Highway No. 3. Except the 100 foot right of way of the Great Northern Railway Company.

Source: Maptech, Inc. 2001.



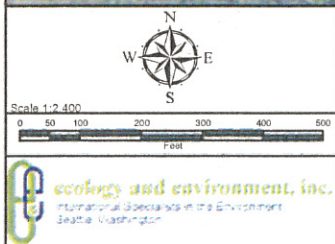
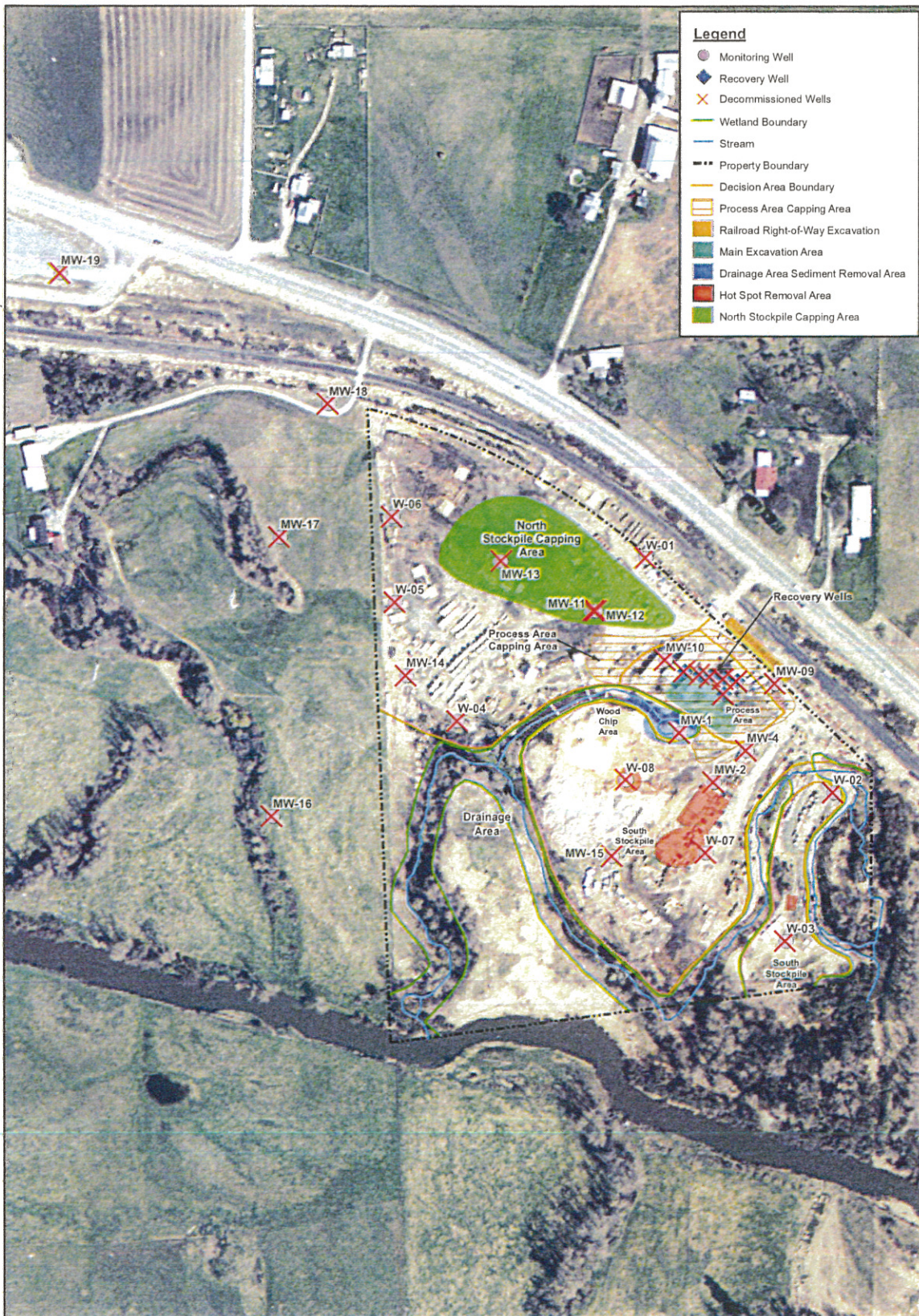
ecology and environment, inc.
Global Specialists in the Environment
Seattle, Washington

COLVILLE POST AND POLES SITE Colville, Washington

0 1 2
Approximate Scale in Miles

Appendix B SITE LOCATION MAP

Date: 10-31-11	Drawn by: AES	10:START-2\05120003\AppB
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COLVILLE POST & POLES SITE REMOVAL ACTION

Colville, Washington

Appendix C FINAL SITE LAYOUT FOLLOWING PHASE II REMOVAL ACTION

Map Reference: WSDOT Aerial Photography, 4/16/1994.

Job Number:
002233 0580.01SF

File Location:
c:_colville post & pole removal\removal action

Date:
10/27/2011

GIS:
avh

APPENDIX D

AFTER RECORDING RETURN TO:
Michael A. Hibbler
Toxics Cleanup Program, Section Manager
Washington State Department of Ecology
4601 North Monroe Street
Spokane, WA 99205

GRANTOR: Colville Post & Poles, Inc.
369 Highway 395 N.
Colville, WA
99114

GRANTEE (HOLDER): Washington State Department of Ecology ("Ecology")

LEGAL DESCRIPTION: That part of the Northeast ¼ of the Northeast ¼, Section 36,
Township 36 North, Range 38 East, W.M., in Stevens
County, Washington, lying South and West of the right of
way for Primary State Highway No. 3.
Except the 100 foot right of way of the Great Northern
Railway Company

TAX PARCEL NUMBER: 1948900

ENVIRONMENTAL COVENANT

I. Purpose and Background

Grantor, Colville Post & Poles, Inc., hereby binds Grantor, and its successors and assigns to the land use restrictions identified herein and grants other such rights under this Environmental Covenant made this 2 day of NOV, 2011. This instrument grants a valid and enforceable Environmental Covenant pursuant to the Washington State Uniform Environmental Covenant Act, RCW Chapter 64.70 *et seq.*, (UECA) to the Washington State Department of Ecology and its successors and assigns (hereafter "Ecology", "Grantee", or "Holder"), imposing certain conditions and restrictions on real property located in Stevens County, Washington. The real property subject to this Environmental Covenant is identified by Stevens County Auditor's Office parcel No. 1948900 ("Property") owned by the Grantor and legally described above.

The covenants granted in this instrument are required conditions of an

Administrative Settlement Agreement effective _____, 201_, CERCLA Docket No. 10-2012-0026 between Colville Post & Poles, Inc. and the U.S. Environmental Protection Agency. The Administrative Settlement Agreement entered into pursuant to the Comprehensive Environmental Response, Cleanup and Liability Act ("CERCLA"), 42 U.S.C. § 9601 *et seq.*, by the Colville Post & Poles, Inc. ("the Grantor"), Eugene Spring, and the U.S. Environmental Protection Agency ("EPA"). Ecology is not a party to the settlement. Ecology reserves all of its rights under the law, including but not limited to its rights to require different or additional remedial action under the Model Toxics Control Act, Chapter 70.105D (MTCA).

Colville Post & Poles, Inc. operated on the Property, a 23-acre parcel surrounded by generally rural and semi-rural properties, located approximately four miles northwest of Colville, Washington. The Colville Post and Poles Facility, or Site, as defined in RCW 70.105D.020(5) and WAC 173-340-200 respectively, extends beyond the property subject to this Covenant, onto adjacent property due to groundwater contamination. Colville Post & Poles was operated as a wood-treating facility from the late -1950s until January 2005. Elevated concentrations of pentachlorophenol (PCP) and diesel range organics (DRO) were found in the surface and subsurface soil, shallow groundwater, surface water, and sediments and drainage features. In addition, 2,3,7,8- polychlorinated dibenzodioxins (PCDDs) and polychlorinated dibenzofurans (PCDFs), commonly referred to as dioxins were found in the surface and subsurface soils. These chemicals are hazardous substances pursuant to CERCLA.

EPA has conducted a removal action at the Site in multiple phases. The removal action decisions are set forth in the December 22, 2004 and September 11, 2006 Action Memoranda, and the supporting administrative record. These documents are on file with EPA Region 10 or its successor agency. The current regional office is located at 1200 6th Avenue Seattle, Washington 98101.

The Action Memoranda provided for removal of spent product, waste sludge, wastewater, and debris from the above-ground storage tanks, thermal treatment tanks, sumps and piping in the process area. In addition, buildings and structures in the process area were demolished, so that contaminated soil could be excavated. Soil was also excavated from areas where treated wood had been stored and wood-treating chemicals

contaminated the soil. Clean soil was placed in the North Stockpile Area and the Process Area Capping Area, as defined in the Action Memoranda and depicted in Exhibit A, and comprises the Soil Cap. Groundwater monitoring wells were installed on the Property and an adjacent property. Those wells have since been abandoned.

To address the residual concentrations of contaminants remaining in the soil, and groundwater, EPA is requiring the imposition of certain conditions and restrictions to protect human health and the environment. Pursuant to the Administrative Settlement Agreement, the EPA is requiring Grantor, and Grantor agreed, to grant this Environmental Covenant as an institutional control to protect human health and the environment and to ensure the integrity of the removal action.

II. Conveyance and Covenant

This instrument is an Environmental Covenant executed pursuant to UECA, concerning the Property. Grantor covenants to and with the Holder and its successors and assigns, that Grantor is lawfully seized in fee simple of the Property, that the Grantor has good and lawful right and power to sell and convey the Property or any interest therein, that the Property is free and clear of encumbrances, except those reviewed and approved by EPA as documented by a title commitment dated _____, and that Grantor will forever warrant and defend the title thereto and the quiet possession thereof.

With this Environmental Covenant Grantor hereby binds Grantor, its successors, and assigns, to the restrictions and conditions set forth herein, and conveys to the Holder such restricted property interests. EPA and Ecology have the full rights provided by law including but not limited to CERCLA, and UECA to enforce the restrictions, conditions, or other rights set forth herein. Ecology shall further have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D (MTCA).

Grantor makes the following covenant as to limitations, restrictions, and uses to which the Property may be put and specifies that such covenants shall run with the land, as provided by law, and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter "Owner"):

1. Any activity on the Property that damages or disturbs the integrity of the Soil Cap, or otherwise results in the release of or exposure to any hazardous substances beneath the Soil Cap is prohibited. Some examples of activities that are prohibited in the areas covered by the Soil Cap include the following: drilling, digging, excavating (including but not limited to underground utility work), placement of any objects or use of any equipment which damages the Soil Cap, bulldozing, or earthwork. The areas covered by the Soil Cap are the North Stockpile Capping Area and the Process Area Capping Area depicted on Exhibit C (Site Figure), attached hereto and incorporated herein.

2. Any activity on the Property that may interfere with the integrity or operation or maintenance of the Soil Cap or the continued protection of human health and the environment is prohibited without prior written approval from Ecology.

3. The Owner must maintain the Soil Cap, including preserving the minimum 6-inch cover of topsoil and vegetation.

4. Access to and use of the shallow groundwater beneath the Property, except when such access and use is approved in writing by Ecology is prohibited. Shallow groundwater or the shallow aquifer is defined as the portion of the subsurface that has unconfined groundwater characteristics and is bounded on the bottom by the Colville Valley confining unit, a relatively impermeable confining unit characterized by blue clays at depths across the Site beginning from approximately 13 to 17 feet below ground surface and with an average regional thickness of 150 feet.

5. Any activity that may disturb or remobilize residual contaminants in the groundwater beneath the Property, including but not limited to drilling and/or construction of new groundwater wells or installation of a septic system, is prohibited without prior written approval from Ecology.

6. Any routing, application, or disposal of storm water, or any type of waste water that may cause a release or exacerbate existing releases, is prohibited without prior written approval by Ecology.

7. The Owner shall not use the Property for residential or child-care purposes. The Owner may request a modification to the land use restriction in accordance with Section VII. Termination and Modification of this Environmental Covenant. A request

for modification of the land use restriction shall include a showing by the Owner to Ecology that the Property does not exceed cleanup levels for soil or groundwater established by WAC 173-340, the Model Toxics Control Act.

8. The Owner must restrict leases to uses and activities consistent with this Environmental Covenant and notify all lessees of the restrictions on the use of the Property.

9. The Owner must provide thirty (30) days advance written notice to EPA and Ecology of the Owner's intent to convey or transfer any interest in the Property.

10. The Owner must notify and obtain written approval from EPA and Ecology prior to any proposed use of the Property that is inconsistent with the terms of this Covenant. Ecology may approve inconsistent use only after public notice and comment.

11. The Owner shall allow authorized representatives of EPA and Ecology the right to enter the Property at reasonable times to evaluate, improve or conduct any work affecting the CERCLA removal action, including the monitoring wells, recovery wells, and the cap, to take samples, to inspect any other response actions or remedial actions conducted at the Property, and to inspect records that are related to the CERCLA response action. This access shall include but not be limited to maintenance of a clear route of access to the monitoring wells and the recovery wells on the Property.

III. Reservation of Rights

Grantor hereby reserves unto itself, its representatives, heirs, assigns, and successors all rights accruing from ownership of the Property that are not conditioned, restricted or prohibited by this Environmental Covenant.

IV. Enforcement

Compliance with this Environmental Covenant may be enforced pursuant to all applicable laws, including but not limited to CERCLA, MTCA, and UECA. EPA and Ecology shall have full enforcement rights as provided by law. Failure by any party to enforce compliance with this Environmental Covenant in a timely manner shall not be deemed a waiver of the party's right to take subsequent enforcement actions. This Covenant shall not be construed as a compromise or waiver of any of Ecology's rights

under the law, including but not limited to its rights under MTCA.

V. Recordation

Grantor shall record this instrument in the official records of Stevens County, Washington and shall pay the costs associated with recording.

VI. General Provisions

Agency's Interest. Pursuant to RCW 64.70.030 the rights granted to EPA by this Environmental Covenant are not interests in real property.

Liberal Construction. This Environmental Covenant shall be construed in favor of effectuating the purpose of this Environmental Covenant. If any provision is found to be ambiguous, an interpretation consistent with the purposes of this Environmental Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

VII. Termination and Modification

This Environmental Covenant may only be amended or terminated in accordance with the procedures and process contained in the amendment and termination provisions of UECA, RCW 64.70.090 and RCW 64.70.100, and with the provisions of WAC 173-340-440. Ecology may approve inconsistent uses (as described in Section II, paragraph 12 above), and/or termination only after public notice and opportunity for comment.

VIII. Signature and Acknowledgements

Grantor covenants that it is authorized to grant this Environmental Covenant and shall warrant and defend the same against all claims and demands challenging such authority. The undersigned parties represent and certify that they are authorized to

execute this Environmental Covenant.

IN WITNESS WHEREOF, the authorized representative of Colville Post & Poles, Inc. has executed this Environmental Covenant on this 21 day of Nov, 2011.

Signatory's printed name Eugene R. Spring

Signature Eugene R. Spring
For the Colville Post & Poles, Inc., Grantor

STATE OF Washington

COUNTY OF Stevens

The foregoing instrument was acknowledged and signed in my presence on the 21st day of November, in the year 2011, by the person(s) who appeared before me and who acknowledged it to be his/her/their free and voluntary act.



Name (signature) Dth

Notary Public for the state of Washington

My Commission expires on 8-9-15

Printed Name Danielle R. Thueringer

The foregoing Environmental Covenant is hereby approved and certified.

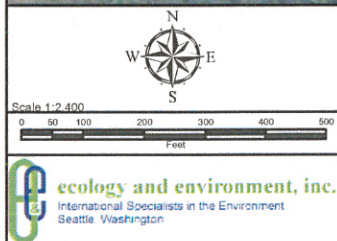
By:

Daniel J. Opalski, Director
Office of Environmental Cleanup
United States Environmental Protection Agency
Region 10

By:

Holder:

Michael A. Hibbler
Toxics Cleanup Program, Section Manager
Washington State Department of Ecology
4601 North Monroe Street
Spokane, WA 99205



**COLVILLE POST & POLES SITE
REMOVAL ACTION**

Colville, Washington

**Appendix C
FINAL SITE LAYOUT
FOLLOWING PHASE II
REMOVAL ACTION**

Map Reference: WSDOT Aerial Photography, 4/16/1994.

Job Number:
002233.0580.01SF

File Location:
c:_colville post & pole removal\removal action

Date: 10/27/2011
gjh